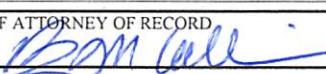


CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

| | | | |
|---|--|--|--|
| I. (a) PLAINTIFFS Ross Akselrad Pulse Entertainment, Inc. | | DEFENDANTS Anthony Camuccio All-In Entertainment | |
| (b) County of Residence of First Listed Plaintiff Bucks <small>(EXCEPT IN U.S. PLAINTIFF CASES)</small> | | County of Residence of First Listed Defendant _____ <small>(IN U.S. PLAINTIFF CASES ONLY)</small> | |
| (c) Attorneys (Firm Name, Address, and Telephone Number) Neil A. Morris, Brian M. Collins Offit Kurman, 1801 Market Street, Suite 2300 Philadelphia, PA 19103 | | Attorneys (If Known) Unknown | |
| II. BASIS OF JURISDICTION (Place an "X" in One Box Only) | | III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) | |
| <input type="checkbox"/> 1 U.S. Government Plaintiff | | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) | |
| <input type="checkbox"/> 2 U.S. Government Defendant | | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) | |
| | | PTF DEF Citizen of This State <input type="checkbox"/> 1 <input type="checkbox"/> 1 Incorporated or Principal Place of Business In This State | PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4 |
| | | Citizen of Another State <input type="checkbox"/> 2 <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 <input type="checkbox"/> 5 |
| | | Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |
| IV. NATURE OF SUIT (Place an "X" in One Box Only) | | | |
| CONTRACT | | TORTS | |
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | |
| REAL PROPERTY | | PERSONAL PROPERTY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | |
| CIVIL RIGHTS | | PRISONER PETITIONS | |
| <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | | Habeas Corpus: <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | |
| V. ORIGIN (Place an "X" in One Box Only) | | | |
| <input checked="" type="checkbox"/> 1 Original Proceeding | | <input type="checkbox"/> 2 Removed from State Court | |
| <input type="checkbox"/> 3 Remanded from Appellate Court | | <input type="checkbox"/> 4 Reinstated or Reopened | |
| | | <input type="checkbox"/> 5 Transferred from Another District (specify) _____ | |
| | | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | |
| | | <input type="checkbox"/> 8 Multidistrict Litigation - Direct File | |
| VI. CAUSE OF ACTION _____ <small>Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):</small> 15 U.S.C. 1125 et seq. | | | |
| <small>Brief description of cause:</small> Misappropriation of trade secrets, intellectual property, and breach of contract by former partner | | | |
| VII. REQUESTED IN COMPLAINT: | | <input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. | |
| VIII. RELATED CASE(S) IF ANY <small>(See instructions):</small> | | DEMAND S <small>CHECK YES only if demanded in complaint:</small> JURY DEMAND: <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| DATE 07/21/2017 FOR OFFICE USE ONLY | | SIGNATURE OF ATTORNEY OF RECORD  | |
| RECEIPT # _____ | | AMOUNT _____ | |
| APPLYING IPP _____ | | JUDGE _____ | |
| | | DOCKET NUMBER _____ | |
| | | MAG. JUDGE _____ | |

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 43 Steamwhistle Dr., Ivyland, PA 18974

Address of Defendant: 738 Magee Ave., Elizabeth, NJ 07208

Place of Accident, Incident or Transaction: Eastern Pennsylvania is the place of transaction, incidents related to transaction occurred in Eastern Pennsylvania + New Jersey
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes No

Does this case involve multidistrict litigation possibilities?

Yes No

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?

Yes No

2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?

Yes No

3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?

Yes No

4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

- Indemnity Contract, Marine Contract, and All Other Contracts
- FELA
- Jones Act-Personal Injury
- Antitrust
- Patent
- Labor-Management Relations
- Civil Rights
- Habeas Corpus
- Securities Act(s) Cases
- Social Security Review Cases

11. All other Federal Question Cases

(Please specify) Trademark

B. *Diversity Jurisdiction Cases:*

- Insurance Contract and Other Contracts
- Airplane Personal Injury
- Assault, Defamation
- Marine Personal Injury
- Motor Vehicle Personal Injury
- Other Personal Injury (Please specify) _____
- Products Liability
- Products Liability — Asbestos
- All other Diversity Cases

(Please specify) _____

I, Brian M. Collins, counsel of record do hereby certify:

Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

Relief other than monetary damages is sought.

DATE: 7/21/17

ARBITRATION CERTIFICATION

(Check Appropriate Category)

Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

Relief other than monetary damages is sought.

Brian M. Collins

Attorney-at-Law

208159

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 7/21/17

Brian M. Collins

Attorney-at-Law

208159

Attorney I.D.#

***IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA***

| | | |
|--|---|----------------------------|
| <i>Ross Akselrad, in his individual capacity</i> | : | <i>CIVIL ACTION</i> |
| <i>and in his capacity as owner of</i> | : | |
| <i>Pulse</i> | : | |
| | : | |
| <i>And</i> | : | |
| | : | |
| <i>Pulse Entertainment, Inc.</i> | : | |
| <i>Plaintiffs</i> | : | <i>No. 17-</i> |
| | : | |
| <i>v.</i> | : | |
| | : | |
| <i>Anthony Camuccio, in his individual</i> | : | |
| <i>capacity and in his capacity as</i> | : | |
| <i>owner of All In Entertainment</i> | : | |
| | : | |
| <i>And</i> | : | |
| | : | |
| <i>All-In Entertainment</i> | : | |
| <i>Defendants</i> | : | |
| | : | |

COMPLAINT

AND NOW, Plaintiffs by and through their counsel, Offit Kurman, allege as follows:

A. PARTIES

1. Plaintiffs Ross Akselrad (“Akselrad”) and Pulse Entertainment, Inc. (“Pulse”) (collectively “Plaintiffs”) are residents of, and operate in, Pennsylvania with a principal place of business of 43 Steamwhistle Dr., Ivyland, PA 18974.
2. Defendants Anthony Camuccio (“Camuccio”) and All In Entertainment (“All In”) (collectively “Defendants”) are residents of, and operate in, New Jersey with a principal place of business of 738 Magie Ave., Elizabeth, NJ 07208.

B. PRELIMINARY STATEMENT

3. Plaintiffs Pulse and Akselrad bring this suit for breach of contract, state and federal trademark infringement, theft of trade secrets, and breach of fiduciary duty against Defendant Camuccio and his company, Defendant All In.
4. Plaintiffs own and operate a premium live entertainment business which provides music, emcees, disc jockeys, dancers, event set up, and other entertainment services for weddings, fundraisers, corporate events, bar/bat mitzvahs, along with other special occasions.
5. This case arises out of the break down in a partnership agreement (the “Agreement”) between Plaintiffs, and Camuccio. The Agreement allowed Camuccio to use Pulse intellectual property to expand the business of Pulse as “Pulse New Jersey”, a division of Pulse (“Pulse New Jersey”). In exchange for the rights that Camuccio received under the Agreement, he would receive a share of the proceeds paid to Pulse New Jersey.
6. Camuccio, as a partner of Akselrad’s, owed the Plaintiffs his best efforts to grow the Pulse brand. Camuccio had no right to divert business to his personal side business, All In, for his illicit personal profit, nor did he have the right to use Pulse intellectual property to promote All In.
7. The Agreement provided, *inter alia*, that the Defendant promised to pay 75% of all proceeds paid to Pulse New Jersey to Mr. Akselrad as his partner.
8. Despite his obligations, his promises, and his knowledge that the Pulse name and intellectual property did not belong to him, Camuccio intentionally diverted clients and funds to All In and has failed to pay Pulse and Mr. Akselrad in accordance with the

Agreement. The Defendants continue to use the Pulse name without consent and without providing appropriate compensation.

C. JURISDICTION

9. Plaintiffs bring federal and state law claims, including breach of contract, theft of trade secrets, state law trademark dilution, and violations of the Lanham Act.
10. The parties are domiciled in different jurisdictions, and the damages at issue exceed \$75,000. Jurisdiction of this Court is based on 28 U.S.C. §§ 1331 and 1332. Plaintiffs further invoke supplemental jurisdiction under 28 U.S.C. § 1337 (a) to hear and decide claims under state law.

D. VENUE

11. Venue is proper in Pennsylvania because the parties entered into the Agreement in Pennsylvania, Plaintiff Pulse is a Pennsylvania company, Plaintiff Akselrad resides in Pennsylvania, and many of the witnesses and records are in Pennsylvania.

E. FACTS

12. Plaintiff Akselrad has owned an entertainment business since 1994, working to build up and establish his brand and reputation. He has owned and operated Pulse since 1999.
13. Plaintiffs' clients and customers know Akselrad in the field for high quality entertainment services for weddings, bar and bat mitzvahs, corporate events, charity events, and other large parties, and they associate Akselrad with Pulse. Pulse has obtained secondary meaning in the entertainment field and conducts business in both Pennsylvania and New Jersey. Pulse has done business in New Jersey for more than 15 years, providing entertainment for more than 500 events in New Jersey during that time.

14. In or about November 2015, to expand its New Jersey business, Plaintiffs entered into a partnership with Defendant Camuccio.
15. The terms of the partnership agreement (the “Agreement”) gave Camuccio a 25% share of the proceeds from any business booked through Pulse New Jersey, and Plaintiffs a 75% share. *See Ex. A, the Agreement.*
16. Defendant Camuccio was required to devote all his time and effort into Plaintiffs’ business and to help expand it. He was not permitted to operate his personal, competing side business, and as a partner, Camuccio owed Plaintiffs his complete and focused efforts within the business. Despite Camuccio’s promises, and his fiduciary duties, he violated the Agreement and his duties by secretly diverting Plaintiffs’ business and business leads for the Defendants’ illicit benefit.
17. Camuccio made the promises in the Agreement, including the promise of partnership and the loyalties owed in a partnership, knowing that the promises were false because he had no intention of fulfilling them. Camuccio intended to mislead Plaintiff Akselrad by making these promises so that Akselrad would rely on these promises to his detriment by allowing Cammucio to use the Pulse name and other intellectual property.
18. On or about March 15, 2017, Plaintiffs ended their Agreement with Camuccio, upon learning that he had diverted clients and leads to his own business, Defendant All In. Camuccio was not paying the agreed 75% share back to Plaintiffs. Plaintiffs also discovered, over the course of the next several months, that the Defendants possessed and used Pulse intellectual property to promote Defendants’ entertainment business without permission.

19. Camuccio booked entertainment business, clients, and events from contacts developed by Pulse resulting from Plaintiffs' paid advertising and marketing efforts. In addition, Camuccio used, and continues to use, intellectual property, including but not limited to Plaintiffs' goodwill, to promote his business by, among other things, using the email address pulseentnj@gmail.com, using the Pulse name, using photos and other promotional materials created by Pulse from Pulse events, and using Pulse contact and customer lists to obtain new engagements.
20. Defendant Camuccio has repeatedly acknowledged the existence of the Agreement and that he was a 25% partner in Pulse New Jersey.
21. On June 16, 2017, Plaintiffs sent a cease and desist and demand letter to Camuccio. *See* Ex. B 6/16/17 letter.
22. Plaintiffs demanded that Defendants cease using the Pulse name, pay funds owed to Plaintiffs under the Agreement, and demanded that Camuccio provide an accounting.
23. Despite the clear warnings in the June 16 letter, and several follow up emails to cease representing himself as Pulse affiliated, diverting business to Defendant All In, and demanding payment for the previous events where he owed compensation to Pulse, Camuccio has ignored these warnings and continues to use Pulse intellectual property to promote All In without permission or right.
24. Plaintiff Akselrad also learned, in furtherance of his fraudulent promises already recited in paragraph 17 above, that Defendant Camuccio has used and continues to use the Pulse name and logo on a squareup.com credit card account in order to fraudulently induce potential clients into paying Camuccio while believing that they are paying Plaintiffs.

25. The ongoing and continued use of Pulse trademarks in violation of the Agreement and Camuccio's fiduciary duties irreparably harms the Plaintiffs and their reputation, which establishes that monetary damages alone are not adequate to compensate Plaintiffs who require injunctive relief as well.

COUNT I – BREACH OF CONTRACT
Plaintiffs v. Camuccio

26. The Plaintiffs hereby incorporate the above paragraphs by reference as if same were fully set forth herein in their entirety.
27. The Plaintiffs entered into the Agreement with Camuccio in or about November 2015.
28. The Plaintiffs performed their portion of the Agreement by providing the necessary support required for Camuccio to succeed – allowing use of Pulse confidential and proprietary information, allowing use of Pulse trademarks and promotional materials, among other support.
29. Camuccio has breached the Agreement by posing as affiliated with Pulse when he is no longer affiliated with Pulse, failing to pay Pulse and Akselrad their fair share (75%) of proceeds as required by the Agreement, and continuing to use proprietary advertising, images, trademarks and tradenames even after the Agreement ended on or about March 15, 2017.
30. The Plaintiffs have been damaged and continue to suffer damages, including but not limited to loss of payments owed, diminution in value of the Pulse trademarks, and other continuing and on-going losses.

WHEREFORE, the Plaintiffs request that this Court award damages exceeding \$75,000, punitive damages, injunctive relief, attorneys' fees, costs, and such other relief deemed just and appropriate.

COUNT II – TRADEMARK INFRINGEMENT
LANHAM ACT VIOLATION (15 U.S.C §1125, et. seq.)
Plaintiffs v. Camuccio and All In

31. The Plaintiffs hereby incorporate the above paragraphs by reference as if same were fully set forth herein in their entirety.
32. The Plaintiffs have several marks that have acquired secondary meaning such as Pulse Entertainment, Pulse Entertainment, Inc., Pulse Entertainment New Jersey, the Pulse logo, among others (the “Pulse Marks”).
33. Those marks signify to the consumer quality entertainment, emcee, disc jockey, and related services, in the entertainment industry. Camuccio acknowledged the value derived from the Pulse Marks since he was willing to pay the Plaintiffs 75% of the proceedings from his bookings to use those marks. Defendants have misappropriated, and continue to misappropriate, the marks, which shows the continuing value of the marks. The Plaintiffs have demanded that the Defendants cease using the marks, which the Defendants have ignored.
34. Defendants’ use of the Pulse Marks in commerce to book events, and their continued use of the Pulse Marks, demonstrates confusion in the marketplace and a likelihood of confusion, dilution or blurring as defined by the Lanham Act. As a result, the Plaintiffs have suffered, and continue to suffer damages, including but not limited to, loss of payments owed to the Plaintiffs under the Agreement, diminution in value of the trademarks, and other continuing and on-going losses. Given that the trademarks and tradenames are intangible property, not easily converted to money damages, and their continued use irreparably harms the Plaintiffs, injunctive relief is also necessary. *See* 15 U.S.C. §1125 (a) (1) (A); 15 U.S.C. §1116.

WHEREFORE, the Plaintiffs request that this Court award damages exceeding \$75,000, punitive damages, injunctive relief, attorneys' fees, costs, and such other relief deemed just and appropriate.

***COUNT III – TRADEMARK INFRINGEMENT
STATE LAW VIOLATION (54 Pa. C.S. §1124)
Plaintiffs v. Camuccio and All In***

35. The Plaintiffs hereby incorporate the above paragraphs by reference as if same were fully set forth herein in their entirety.
36. The Plaintiffs have several marks that have acquired secondary meaning, including the Pulse Marks, which are famous in this Commonwealth. *See* 54 Pa. C.S. §1124.
37. Those marks signify to the consumer quality entertainment, emcee, disc jockey, and related services, in the entertainment industry. Camuccio acknowledged the value derived from the Pulse Marks since he was willing to pay the Plaintiffs 75% of the proceedings from his bookings to use those marks. Defendants have misappropriated and continue misappropriation of the marks, which shows the continuing value of the marks. The Plaintiffs have demanded that the Defendants cease using the marks, which the Defendants have ignored.
38. Defendants' use of the Pulse Marks to book events, and their continued use of the Pulse, demonstrates confusion in the marketplace and a likelihood of confusion, dilution or blurring. As a result, the Plaintiffs have suffered, and continue to suffer damages, including but not limited to, loss of payments owed to the Plaintiffs under the Agreement, diminution in value of the trademarks, and other continuing and on-going losses. Given that the trademarks and tradenames are intangible property, not easily converted to money damages, and their continued use irreparably harms the Plaintiffs, injunctive relief

is also necessary. *See* 15 Pa. C.S. §1124. Since the Defendants caused confusion and dilution in the marketplace, and have done so intentionally, monetary relief is also appropriate under Pennsylvania law. *See Id.*

WHEREFORE, the Plaintiffs request that this Court award damages exceeding \$75,000, punitive damages, injunctive relief, attorneys' fees, costs, and such other relief deemed just and appropriate.

COUNT IV – THEFT OF TRADE SECRETS (12 Pa. C.S. §5301 et. seq.)
Plaintiffs v. Camuccio and All In

39. The Plaintiffs hereby incorporate the above paragraphs by reference as if same were fully set forth herein in their entirety.
40. In his fiduciary position with Plaintiffs, Camuccio had access to customer lists, contact information, promotional materials, and other trade secret and proprietary information belonging to the Plaintiffs. These materials allow the Plaintiffs to have a marketing advantage over their competitors, since this specific information is not widely known in the marketplace. *See* 12 Pa. C.S. §5302.
41. Defendant Camuccio, knowing that he was bound not to use this information for his benefit, misappropriated this information and these secrets and used them to promote Defendant All In for the Defendants' own illicit gain. *See Id.* As a result, the Plaintiffs have been damaged and continue to suffer damages, including but not limited to, loss of the payments owed to the Plaintiffs under the Agreement, diminution in value of their marks and brand, and other continuing and on-going losses. Given that the trade secrets are intangible property, not easily converted to money damages, and their continued use irreparably harms the Plaintiffs by allowing Defendants to benefit from the Plaintiffs'

investment in their trade secrets and confidential information, injunctive relief is also necessary. *See, e.g.*, 12 Pa. C.S. §§5303 (allowing injunctive relief); 5304 (allowing for compensatory damages and exemplary damages for willful misappropriation); 5305 (allowing for attorneys' fees for willful misappropriation).

WHEREFORE, the Plaintiffs request that this Court award damages exceeding \$75,000, punitive damages, injunctive relief, attorneys' fees, costs, and such other relief deemed just and appropriate.

COUNT V – BREACH OF FIDUCIARY DUTY
Plaintiffs v. Camuccio

42. The Plaintiffs hereby incorporate the above paragraphs by reference as if same were fully set forth herein in their entirety.
43. The Agreement refers to the relationship between the Plaintiffs and Defendant Camuccio as a "partnership." It also divides control between Akselrad and Camuccio by referring to them each as "shareholders".
44. As a principal in the partnership, Defendant Camuccio, at all material times, owed a fiduciary duty to Plaintiffs to act on their mutual behalf for the betterment of the partnership.
45. Defendant Camuccio's self-dealing, failure to provide an accounting, failure to cease his unauthorized use of Pulse intellectual property, and failure to apply his best efforts to Pulse New Jersey are violations of his fiduciary duties to the Plaintiffs.
46. As a result, the Plaintiffs have been damaged and continue to suffer damages and irreparable harm, including but not limited to, loss of the payments owed to the Plaintiffs under the Agreement, diminution in value of their marks and brand, and other continuing and on-going losses.

WHEREFORE, the Plaintiffs request that this Court award damages exceeding \$75,000, punitive damages, injunctive relief, attorneys' fees, costs, and such other relief deemed just and appropriate.

COUNT VI – FRAUD
Plaintiffs v. Camuccio

47. The Plaintiffs hereby incorporate the above paragraphs by reference as if same were fully set forth herein in their entirety.
48. Camuccio made representations in the Agreement and during its negotiation, including, but not limited to, his promises to partner with Plaintiffs and to pay Plaintiffs their share (75%) of the proceeds from Pulse New Jersey. Camuccio knew those representations were false because he had no intention of fulfilling them, knew that Plaintiffs would rely on them, and Plaintiffs did rely on them to their detriment.
49. Plaintiffs allowed Camuccio to use the Pulse Marks, gave him access to confidential information, and entrusted him with their business. In response, Camuccio fraudulently used the Pulse Marks to benefit himself and Defendant All-In, including use the Pulse logo and name to induce customers to pay him when they believe they have paid Plaintiffs.
50. As a result of this fraud, the Plaintiffs have been damaged and continue to suffer damages and irreparable harm, including but not limited to, loss of the payments owed to the Plaintiffs under the Agreement, diminution in value of their marks and brand, and other continuing and on-going losses.

WHEREFORE, the Plaintiffs request that this Court award damages exceeding \$75,000, punitive damages, injunctive relief, attorneys' fees, costs, and such other relief deemed just and appropriate.

Respectfully submitted,



Neil A. Morris (I.D. No. 29289)
Brian M. Collins (I.D. No. 208159)

Attorneys for Plaintiffs

OF COUNSEL:

OFFIT KURMAN, P.A.
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Suite 2300
Philadelphia, PA 19103
(267) 338-1300 (Telephone)
(267) 338-1335 (Fax)
nmorris@offitkurman.com
bcollins@offitkurman.com

DATE: July 21, 2017

EXHIBIT A

6/6/2017

Pulse Entertainment Mail - New Terms



Ross Akselrad <ross@pulseyourparty.com>

New Terms

5 messages

Anthony Camuccio <pulseentnj@gmail.com>
 To: Ross Akselrad <ross@pulseyourparty.com>

Tue, Aug 2, 2016 at 6:23 PM

Here is a breakdown of our terms as per our discussion this afternoon:

- Anthony and Ross have agreed to continue with the Pulse North Jersey branch of Pulse Entertainment. Under the original terms Anthony's "salary", or bi weekly compensation as Managing Partner of the North Jersey branch, is as follows: \$220.00 to be paid on a biweekly basis via direct deposit for running and operating the North Jersey Branch \$165.00 of the entirety of compensation Ross is responsible for while as he is %75 owner of Pulse North Jersey where as Anthony is responsible for paying \$55.00 or %25 per his partnership dictates.
- As a result of these terms, which went into effect as of 11/25/15, a balance, minus deposits received within that time period, has built up as "owed" to Pulse Entertainment or Ross totaling \$1964.00 (as of Pay Period ending on August 2,2016
- Therefore, new financial terms of a %75/%25 split of the Pulse North Jersey branch where Ross is the primary shareholder at %75 and Anthony secondary at %25 have to be implemented. Those terms are as follows as negotiated and agreed upon via a phone conversation this afternoon:
 - Any party booked or sold that requires a deposit, will continue to be put into a joint account for the North Jersey office. Said deposits and balances will go towards paying down the current balance and any future balances owed to Pulse Philadelphia in lieu of a continued agreed upon salary of \$220.00 biweekly.
 - Also, Anthony agrees that a portion of his pay on future events booked and assigned to him will be levied against the balance owed. An example of this is the September 24th 2016 event of Loren Hsu where Anthony is scheduled as the emcee and to be paid his usual emcee pay ranging from \$500-\$800...Instead of receiving the entirety of his pay he would receive a portion that he and Anthony agree upon separately. The same would be applied towards gigs where Anthony is Disc Jockey.
 - In addition, Anthony agrees that he will work multiple gigs over the course of the year where he is not paid in the conventional sense, where he received a paycheck for services rendered on that day rather than the either the entire pay or a portion of that he would receive would be designated to the above mentioned salary, either paying back a balance owed or in lieu of future debts owed to Pulse North Jersey. An example would be a gig is booked with an Emcee in the North Jersey area and Anthony agrees to DJ knowing he won't receive his entire "DJ pay" but use some of if not all of what he would have made as a pay back to the partnership.
 - The only stipulation of said terms mentioned above is that Anthony and Ross are able to discuss paying back debts owed on a per party basis so that all of the fees to be paid out in a conventional method are not entirely levied towards debts owed, In other words, so that Anthony's entire pay is not going towards paying back or paying forward. Obviously this will be much easier as gigs are booked and more money is made available in the Pulse North Jersey account, but, reasonable accommodations should be made by both Ross and Anthony and agreed upon prior to the disbursement of any funds either via paycheck or towards the business.

Please let me know if this is feasible for you moving forward

Thank you in advance,
 Anthony Camuccio
 Managing Partner/Master of Ceremonies
 Pulse Entertainment North Jersey Division
 738 Magic Ave
 Elizabeth Nj 07208
 (551) 587-8676
 (267) 994-1340
 pulseentnj@gmail.com

#LETUSSHOWYOUWHY

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Ross Akselrad <ross@pulseyourparty.com>
 To: Anthony Camuccio <pulseentnj@gmail.com>

Tue, Aug 2, 2016 at 6:31 PM

I will read it tomorrow. On a call now.

[Quoted text hidden]

--
 Musically and Memorably Yours,

Ross Akselrad
 President
 Pulse Entertainment/Serendipity Studios

"You Will See, Feel, and Know the Difference. You Will See Why We Are The Best!!!"

Pulse Phone: 215-354-1060

Pulse North Jersey: 551-587-8676

Pulse Website: www.pulseyourparty.com

Facebook: facebook.com/pulseyourparty

Twitter: twitter.com/PulseYourParty

Youtube: youtube.com/pulseyourparty

Instagram: instagram.com/pulseyourparty/

Serendipity Phone: 215-354-1140

Serendipity Facebook: www.facebook.com/serendipitystudios215

Serendipity Website: www.serendipityphotoandvideo.com

Ross Akselrad <ross@pulseyourparty.com>
 To: Anthony Camuccio <pulseentnj@gmail.com>

Wed, Aug 3, 2016 at 11:51 AM

Here are my revisions. I simplified a lot of the stuff. The only thing missing is my salary. it says here that you get a salary but partners usually both get a salary. Since we haven't had money to give me a salary, i have not taken one but if we are going to do official paperwork, i need to have a salary in there too to protect me. Thoughts

6/6/2017

Pulse Entertainment Mail - New Terms

[Quoted text hidden]

 PulseNorthJerseyTerms.docx
24K

Anthony Camuccio <pulseentnj@gmail.com>
To: Ross Akselrad <ross@pulseyourparty.com>

Wed, Aug 3, 2016 at 3:42 PM

Right I agree, how does that work in terms of what we have or what is owed like does that change anything, im confused as to what exactly that implies, like we are both paying into the 220, but would we both be paying into yours and is it that same salary requirements that i have

[Quoted text hidden]

Ross Akselrad <ross@pulseyourparty.com>
To: Anthony Camuccio <pulseentnj@gmail.com>

Wed, Aug 3, 2016 at 3:45 PM

thats what we have to chat about because if i have a salary that is equal to yours, then that doubles the amount owed by both of us and also makes \$220 biweekly backdated to November 2015 which makes this insane with the amount we now would owe. however it is the fair thing to do but we should speak and not email about it to discuss it further.

[Quoted text hidden]

Therefore, new financial terms of a 75%/25% split of the Pulse North Jersey branch only where Ross Akselrad is the primary shareholder at 75% and Anthony secondary at 25% have to be implemented. Those terms are as follows as negotiated and agreed upon via a phone conversation on 8/2/16.

- All profits will be split when available with Ross Akselrad receiving 75% of the profit and Anthony Camuccio receiving 25% of the profit
- All debts for Pulse Entertainment North Jersey are shared between Ross Akselrad and Anthony Camuccio with Ross being responsible for 75% of the debt and Anthony being responsible for 25% of the debt.

Anthony Camuccio and Ross Akselrad have agreed to continue with the Pulse Entertainment North Jersey branch of Pulse Entertainment. Under the original terms Anthony's "salary", or bi weekly compensation as Managing Partner of the North Jersey branch, is as follows:

- \$220.00 to be paid on a biweekly basis via direct deposit for running and operating the North Jersey Branch. \$165.00 of the entirety of compensation Ross is responsible for as he is 75% owner of Pulse North Jersey. Anthony is responsible for paying \$55.00 or 25% per his partnership dictates.

As a result of these terms, which went into effect as of 11/25/15, a balance, minus deposits received within that time period, has built up as "owed" to Pulse Entertainment or Ross totaling \$2129.00 as of Pay Period ending on August 5, 2016.

Any party booked or sold that requires a deposit, will continue to be put into a joint account for the North Jersey office. These deposits and balances will go towards paying down the current balance and any future balances owed to Pulse Philadelphia and Ross Akselrad. These balances are due to Anthony's biweekly salary of \$220.

Also, Anthony agrees that either a portion or entirety of his pay on future events booked or assigned to him by Ross Akselrad will be put towards this outstanding or any future debt balances due to Anthony's biweekly salary. Both parties agree to discuss Anthony's pay on any gigs to decide if a portion or the entirety of his pay for performing at those gigs will be put towards the outstanding or future debts.

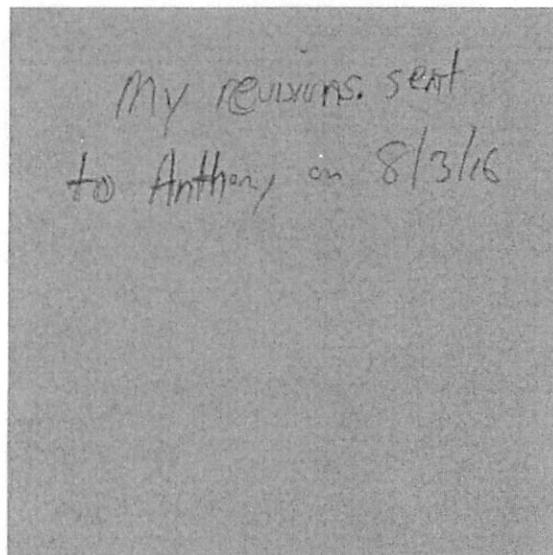


EXHIBIT B



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WASHINGTON, DC

Neil A. Morris, Esquire
(267) 338-1383 (Direct Dial)
(267) 338-1335 (Facsimile)
nmorris@offitkurman.com

June 16, 2017

Mr. Anthony Camuccio
738 Magie Avenue
Elizabeth, NJ 07208

*Re: Pulse Entertainment, LLC and Ross Akselrad v. Anthony Carmuccio --
Unauthorized Use of Pulse Name and Diversion of Customers in Violation of
Partnership Agreement with Pulse Entertainment*

Dear Mr. Camuccio:

As we discussed on the telephone, our office represents Pulse Entertainment, LLC and Ross Akselrad (collectively, "Pulse") in their claims against you over your misappropriation of the Pulse name and diversion of customers from Pulse for your personal business. These actions violate the terms of your partnership agreement with Pulse (the "Agreement") as well as your fiduciary duties to them.

In or around November 2015, you entered into a partnership with Pulse. As part of that Partnership Agreement, both you and Pulse agreed to operate a "Pulse New Jersey" branch of Pulse. Through that agreement you became a 25% owner of Pulse New Jersey with Ross Akselrad owning the remaining 75%. Your compensation, as set forth in the Agreement, was \$165 in salary biweekly plus 25% of any profits received from Pulse New Jersey. You were the primary employee and operator of Pulse New Jersey. You were responsible also for 25% of any of the debts. Additionally, you received the right to use the Pulse name for promotion of Pulse New Jersey DJ and entertainment services and for no other purpose or business.

This partnership Agreement established a fiduciary relationship between yourself, Mr. Akselrad and Pulse. Hence, you were not permitted to take actions against the best interests of the partnership or your partner. Despite this relationship, and the clear terms of your Agreement, on several occasions over at least the past year and a half, you have blatantly and willfully used the Pulse name to surreptitiously and deviously divert customers/jobs to your personal side business



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Mr. Anthony Camuccio

June 16, 2017

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to the exclusion of Pulse. You did not report or account for these jobs nor share the profits as required by your Agreement. Meanwhile, you were asking that Mr. Akselrad agree to an increased advertising budget, which he did, spending thousands of dollars to promote Pulse New Jersey. When Mr. Akselrad commented to you that Pulse New Jersey was not adding business despite the advertising increase, you did not tell him you were taking this business on the side.

These actions are in violation of your Agreement and your duties. In addition, you violated Pulse's trademark and intellectual property rights by using the Pulse name to promote your own services without Pulse's permission and without compensation.

Pulse demands that you do the following:

1. agree in writing to cease using the Pulse name for all purposes;
2. provide a list of and disclose any jobs you have performed during your relationship with Pulse so that Pulse may identify the jobs where you have not paid a portion of the profits to Mr. Akselrad;
3. provide a full accounting;
4. pay Pulse the proper sums due (75%) of the misappropriated jobs.

In the accounting, you may designate jobs that you believe you were entitled to do on your own because they are a close personal contact of yours such as a family member.

Further, your misappropriation of the Pulse name and trademarks, (eg. intellectual property) subjects you to additional damages and fees. While you said in our telephone call on June 6, 2017 that you were no longer using the Pulse name, we need that in writing as well as the other items mentioned above. If you do not immediately agree to the above, Pulse

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Mr. Anthony Camuccio
June 16, 2017
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intends to bring an action against you and your business seeking an injunction as well as damages and attorney's fees. I suggest you or your attorney contact me or Brian Collins immediately to reach an agreement or we intend to file suit in ten (10) days.

Very truly yours,



NEIL A. MORRIS,
Chair, Labor & Employment Group
Philadelphia Regional Office

NAM/rm

Via U.S. Mail and Email